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SUPREME COURT OF THE UNITED

U.S. - Supreme Court, D. C.  
FILL. 3412  
MAY 28 1945  
CHARLES ELMORE OROPLEY  
CLERK

OCTOBER TERM, 1944

No. 1329 98

ELI GURMAN,

*Petitioner,*

*vs.*

FREDERICK ILLG, AND CHESTER BOWLES, ADMINIS-  
TRATOR FOR THE OFFICE OF PRICE ADMINISTRATION

PETITION FOR WRIT OF CERTIORARI TO THE  
SUPREME COURT OF ERRORS OF THE STATE OF  
CONNECTICUT AND BRIEF IN SUPPORT THEREOF

GEORGE E. BEERS,  
WILLIAM L. BEERS,  
*Counsel for Petitioner.*



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No. 1329

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ELI GURMAN,

*vs.*

*Petitioner,*

FREDERICK ILLG,

AND

*Respondent,*

CHESTER BOWLES, ADMINISTRATOR FOR THE OFFICE OF  
PRICE ADMINISTRATION, *Intervenor*

**PETITION FOR WRIT OF CERTIORARI TO THE  
SUPREME COURT OF ERRORS OF THE STATE OF  
CONNECTICUT**

MAY IT PLEASE THE COURT:

The petition of Eli Gurman respectfully shows to this  
Honorable Court:

A

**Summary Statement of the Matter Involved**

This is an action originally brought to the Court of Common Pleas for the County of New Haven, State of Connecticut, by the respondent against the petitioner under Section 205(e) of the Emergency Price Control Act of 1942, approved January 30, 1942, C 26 Title II, Sec. 205, 56 Stat. 33. (See Third Count of Complaint R. 3, 4.)

The petitioner operates a rooming house in New Haven, Connecticut. The respondent was a roomer for a period of thirty-eight weeks under an agreement made before the beginning of the period and running indefinitely from week to week. (Find. 2, 4, R. 16).

The trial court found that the respondent paid \$5.00 a week for the room, while the highest rate permitted under the rent control regulations was \$4.00 a week. This resulted in an overcharge of \$1.00 a week, or a total of \$38.00. (Find. 3, 7, 20, R. 16, 18).

The Court concluded that under Section 205(e) of the Emergency Price Control Act of 1942 the respondent was entitled to recover a penalty of \$50.00 for each of the thirty-eight weeks, (Find. II-1 R. 18) and rendered judgment for \$1900.00 and costs (R. 11).

This judgment was affirmed by the Supreme Court of Errors (R. 23).

The petitioner contends that the damages should have been limited to three times the overcharge—that is, three times \$38.00 or \$114.00—instead of \$1900.00.

## B

### Statement as to Jurisdiction

This case involves the construction of an Act of Congress, viz. Section 205(e) of the Emergency Price Control Act of 1942. The petitioner contends that the Supreme Court of Errors of the State of Connecticut has erred in its construction of the Act and that the construction adopted by it resulted in a violation of the Fifth and Eighth Amendments to the Constitution of the United States. Accordingly, the case is within the jurisdiction of this Court under U. S. C. A. Title 28, Section 344-b.

The Federal questions have been raised and considered throughout the entire proceedings. The Complaint, Third



Count, (R. 3, 4) counts upon the Emergency Price Control Act of 1942. The Answer in the Second Defense to the Third Count (R. 9) states the petitioner's contention as to the proper construction of the Act.

The trial court has stated the petitioner's claims of law made at the trial as to the construction of the Act and as to the constitutionality of the construction for which the respondent contended, (Pars. 3-6, R. 19). The petitioner's assignment of errors to the Supreme Court of Errors claims specifically that the trial court erred in the overruling of these claims of law and in the contrary conclusions of the court. (Pars. 1 and 2, R. 20).

The Supreme Court of Errors in its opinion dealt with these claims and decided them adversely to the petitioner (R. 22). This is the highest court of Connecticut.

### C

#### Questions Presented

Section 205(e) of the Emergency Price Control Act of 1942 reads in part as follows:

"If any person selling a commodity violates a regulation, order, or price schedule prescribing a maximum price or maximum prices, the person who buys such commodity for use or consumption other than in the course of trade or business may bring an action either for \$50 or for treble the amount by which the consideration exceeded the applicable maximum price, whichever is the greater, plus reasonable attorney's fees and costs as determined by the court. For the purposes of this section the payment or receipt of rent for defense-area housing accommodations shall be deemed the buying or selling of a commodity, as the case may be." Approved January 30, 1942, C 26 Title II Sec. 205, 56 Stat. 33.

The questions presented here are:

1. Does an overcharge in the renting of a room for thirty-eight weeks under an agreement running indefinitely from week to week constitute one continuous violation or thirty-eight separate violations?
2. Does the construction put upon the section and affirmed by the Supreme Court of Errors resulting in an award of \$1900.00 for an overcharge of \$38.00 violate the Fifth and Eighth Amendments to the Constitution of the United States?
3. Is not the amount which can be recovered in "an action" limited to either a single award of \$50.00 or to treble the amount of the overcharge, whichever is greater?
4. Is the amendment of June 30, 1944 applicable?

#### D

#### **Reasons Relied On for the Allowance of the Writ**

It is submitted that in construing Section 205(e) of the Emergency Price Control Act of 1942 the Supreme Court of Errors has decided a Federal question of substance not heretofore determined by this Court and upon which the decisions of the lower Federal courts and courts of various States are in conflict.

That the question is substantial appears from the fact that a construction has been placed upon the statute under which one sustaining an injury of \$38.00 is to be compensated fifty-fold, viz. by an award of \$1900.00, and under such construction cases may well arise where the amounts are much larger and the disproportion far greater.

WHEREFORE, Your petitioner respectfully prays that a writ of certiorari be issued out of and under the seal of this Honorable Court, directed to the Supreme Court of

Errors of the State of Connecticut, commanding that court to certify and to send to this Court for its review and determination on a day certain, to be therein named, a full and complete transcript of the record and all proceedings in the case called and entitled on its docket No. 2633, James K. Walsh et als. [Frederick Illg, sole remaining plaintiff-appellee] against Eli Gurman [defendant-appellant] and that the judgment of the Supreme Court of Errors of the State of Connecticut may be reversed by this Honorable Court, and that your petitioner may have such other and further relief in the premises as to this Honorable Court may seem meet and just; and your petitioner will ever pray.

ELI GURMAN,  
By GEORGE E. BEERS,  
WILLIAM L. BEERS.  
*Attorneys for Petitioner.*